

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FORSTECH TECHNICAL NIGERIA LIMITED, and
CHIDI ADABANYA, as the Lead Consultant in Forstech
Technical Nigeria Limited,

Plaintiffs,

-against-

THE SHELL PETROLEUM DEVELOPMENT
COMPANY OF NIGERIA LIMITED (SPDC),
OKECHUKWU NOEL ELECHI, as Project Manager /
Facilities & Field Logistics Base Projects, Gbaran Ubie
Integrated Oil and Gas Project, and
OSAGIE OKUNBOR, as Managing Director, The Shell
Petroleum Development Company of Nigeria Limited,
Defendants.

Case No.

COMPLAINT

JURY TRIAL
DEMANDED

INTRODUCTION STATEMENT

1. This is a civil action seeking to redress violations of plaintiffs' rights under the Alien Tort Claims Act (ATCA) for defendants' conduct in interfering with plaintiffs' contractual relation in connection with the processing of a development permit for an Oil and Gas Processing Facility at Gbarantoru, Yenagoa, Bayelsa State, Nigeria.

JURISDICTION

2. This action is brought pursuant to 28 U.S.C. Section 1350. Plaintiffs also invoke this Court's jurisdiction under 28 U.S.C. Section 1331.

VENUE

3. Venue lies in this District pursuant to 28 U.S.C. Section 1350 since the events giving rise to the claim relate to international law.

PARTIES

4. Plaintiff, Forstech Technical Nigeria Limited (Forstech) is a limited liability company incorporated under the laws of Nigeria, with a registered office in Surulere, Lagos State, Nigeria.

5. Plaintiff, Chidi Adabanya, as the Lead Consultant in Forstech, is the consultant and Chief Executive Officer of Forstech.
6. Defendant, The Shell Petroleum Development Company of Nigeria Limited ("SPDC") is a limited liability company incorporated under the laws of Nigeria, with a registered office at Shell Industrial Area, Rumubiakani, Port Harcourt, Rivers State, Nigeria.
7. Defendant, Okechukwu Noel Elechi, as Project Manager / Facilities & Field Logistics Base Projects, Gbaran Ubie Integrated Oil and Gas Project, is the officer of SPDC who on behalf of defendant SPDC has interfered with the plaintiffs' contractual relations with a third party, thereby failing and refusing to pay to plaintiffs, as required by law, a balance payment in the amount of 96,073,851,162.79 Naira, being the equivalent of \$58,227,788.58 (Fifty Eight Million, Two Hundred and Twenty Seven Thousand, Seven Hundred and Eighty Eight Dollars and Fifty Eight Cents).
8. Defendant, Osagie Okunbor, as Managing Director, The Shell Petroleum Development Company of Nigeria Limited, since March 1, 2015 has been the managing director of SPDC.

FACTUAL ALLEGATIONS

9. On or about October 16, 2009, upon defendant SPDC's application to the Government of Bayelsa State of Nigeria ("Bayelsa State") for a Development Permit/Approval of the Construction of an Oil and Gas Processing Facility at Gbarantoru, Bayelsa, dated April 20, 2009, Bayelsa State called up plaintiff Forstech Technical Nigeria Limited ("Forstech"), to process the application, pursuant to a contract between Plaintiff Forstech and Bayelsa State Physical Planning and Development Board ("Board"), an agency of Bayelsa State.
10. At the time of applying, defendant SPDC was in violation of the applicable law, as it had already developed and had been operating its Oil and Gas Processing Facility at Gbarantoru, Bayelsa, without first applying for and obtaining a Development Permit.
11. By June 18, 2010, working with plaintiff Forstech, defendant SPDC, as it is required by law to pay the processing fee directly to the consultant, paid the initial processing fee in the amount of 1,953,213,138.62 Naira, being equivalent to \$1,183,765.54 (One Million, One Hundred and Eighty Three Thousand, Seven Hundred and Sixty Five Dollars and Fifty Four Cents), to plaintiff Forstech.
12. On October 29, 2015, Bayelsa State reaffirmed the call up of plaintiff Forstech.
13. On November 6, 2015, Bayelsa State also gave defendant SPDC notice of the requirement to pay the processing fees directly to plaintiff Forstech, by law, and by its contract with plaintiff Forstech.
14. On July 2, 2017, plaintiff Forstech made a demand to defendant SPDC for the payment

of the balance of the processing fee.

15. The balance of the processing fee payable to plaintiff Forstech by defendant SPDC is in the amount of 96,075,851,162.79 Naira, being the equivalent of \$58,227,788.58 (Fifty Eight Million, Two Hundred and Twenty Seven Thousand, Seven Hundred and Eighty Eight Dollars and Fifty Eight Cents).
16. Defendant SPDC has refused to pay the balance of the processing fee to plaintiff Forstech, and had instead unlawfully, and in interference with plaintiff Forstech's contract with the Board, paid Bayelsa State 35,000,000,000.00 Naira, being the equivalent of \$21,212,121.21 (Twenty One Million, Two Hundred and Twelve Thousand, One Hundred and Twenty One Dollars and Twenty One Cents), in December 2023, causing Bayelsa State to breach its contract with plaintiff Forstech.
17. As a proximate result of the defendants' conduct, plaintiffs have been damaged in the amount of \$58,227,788.58 (Fifty Eight Million, Two Hundred and Twenty Seven Thousand, Seven Hundred and Eighty Eight Dollars and Fifty Eight Cents).

AS AND FOR A FIRST CAUSE OF ACTION

18. Plaintiffs repeat and reallege the allegations contained in paragraphs “1” through “17” as if more fully set forth herein.

19. Defendants violated plaintiffs’ rights under the Alien Tort Claims Act by intentionally tortiously interfering with plaintiffs’ contractual relation with Bayelsa State, by failing to pay plaintiffs the processing fees.

AS AND FOR A SECOND CAUSE OF ACTION

20. Plaintiffs repeat and reallege the allegations contained in paragraphs “1” through “19” as if more fully set forth herein.

21. Defendants violated plaintiffs’ rights under the Alien Tort Claims Act by intentionally tortiously interfering with plaintiffs’ contractual relation with Bayelsa State, by unlawfully giving officials of Bayelsa State 35,000,000,000.00 Naira, being the equivalent of \$21,212,121.21 (Twenty One Million, Two Hundred and Twelve Thousand, One Hundred and Twenty One Dollars and Twenty One Cents), in lieu of the processing fees.

AS AND FOR A THIRD CAUSE OF ACTION

22. Plaintiffs repeat and reallege the allegations contained in paragraphs “1” through “21” as if more fully set forth herein.

23. Defendants violated plaintiffs’ rights under the Alien Tort Claims Act by intentionally tortiously interfering with plaintiffs’ contractual relation with Bayelsa State, by unlawfully giving Bayelsa State 35,000,000,000.00 Naira, being the equivalent of \$21,212,121.21 (Twenty One Million, Two Hundred and Twelve Thousand, One Hundred and Twenty One Dollars and Twenty One Cents), in lieu of the processing fees.


WHEREFORE, Plaintiffs demand judgment against defendants, jointly and severally:

- a. Awarding plaintiffs compensatory damages in the amount of \$58,227,788.58 (Fifty Eight Million, Two Hundred and Twenty Seven Thousand, Seven Hundred and Eighty Eight Dollars and Fifty Eight Cents);

- b. Awarding plaintiffs punitive damages in an amount to be determined by the jury;
- c. Awarding plaintiffs reasonable attorneys' fees, costs and disbursements; and
- d. Such other and further relief as may be just and proper.

Dated: Brooklyn, New York
October 4, 2024

Respectfully submitted,



Da'Tekena Barango-Tariah, Esq. (DB 5592)
25 Bond Street, 2nd Floor
Brooklyn, New York 11201.
(718) 625 4200

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

=====

Forstech Technical Nigeria Limited, et al.

Case NO.:

Plaintiffs,

-against-

COMPLAINT

**The Shell Petroleum Development Company
of Nigeria Limited (SPDC), et al.,**

Defendants.

=====

Da'Tekena Barango-Tariah, Esq.

Attorney for Plaintiffs

25 Bond Street, 2nd Floor

Brooklyn, New York 11201

718 625 4200

=====

Take Notice that the attached is a true copy of a Judgment duly entered in the office of the clerk of the within named court on _____

STATE OF NEW YORK, COUNTY OF KINGS ss:

I, _____, say, under penalty of perjury, I am not a party to the action, that I reside at Brooklyn, New York, and I am over the age of 18 years of age and on _____, I served a copy of the attached _____ by mailing the same in a sealed envelope, with postage prepaid therein, in a post-office of official depository of the defendants' attorneys at:
